MEMORANDUM OF UNDERSTANDING

Between and For

THE CITY AND COUNTY OF SAN FRANCISCO

and

AUTOMOTIVE MACHINISTS UNION, LOCAL 1305

For Fiscal Year 1978-79

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter MOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Automotive Machinists Union, Local 1305 (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

7228 Automotive Transit Shop Supervisor I
7249 Automotive Mechanic Supervisor I
7254 Automotive Machinist Supervisor I
7264 Automotive Body & Fender Worker Supervisor I
7306 Automotive Body & Fender Worker
7313 Automotive Machinist
7315 Automotive Machinist Assistant Supervisor
7322 Automotive Body & Fender Worker Assistant Supervisor
7381 Automotive Mechanic
7382 Automotive Mechanic Assistant Supervisor

2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the Board of Supervisors by appropriate action. Moreover, it is the intent of the Board of Supervisors acting on behalf of the City to agree to wages, hours and other terms and conditions of employment as are within the Board's jurisdiction, powers, and authority to act as defined by the Charter, state law, California Constitution and other applicable bodies of the law. The Board does not intend nor attempt to bind any board, commission or officer to any provisions of this agreement over which the Board has no jurisdiction.

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2. INTENT (cont'd)

Provisions of this MOU which are in conflict with provisions of ordinances, resolutions, rules or regulations over which the Board has jurisdiction to act, shall prevail. Unless an ordinance, resolution, rule or regulation is specifically discussed and changed, deleted or modified by the terms of this MOU, it shall be deemed to remain in full operational effect.

3. NO STRIKE PROVISION

The City and County of San Francisco will not lock out the employees who are covered by this MOU. The employees shall not strike, cause, encourage, or condone a work stoppage or slowdown during the term of this MOU.

4. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective, and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

5. WAGES

Pursuant to Charter Section 8.407, no employee shall have his basic pay rate reduced to conform to prevailing rates. The term "basic pay rate" as used in this Section is hereby defined as applying only to the basic rate of wages, and does not include any benefits of employment or working condition benefits. Accordingly, Section 5 of the 1976-77 Memorandum of Understanding between the Union and the City is set forth in full below for informational purposes only.

A. For the fiscal year 1978-79 the rates of compensation for the following classifications shall be:

7228	Automotive Transit Shop Supervisor I	12.58/hr.
7249	Automotive Mechanic Supervisor I	11.84/hr.
7254	Automotive Machinist Supervisor I	11.98/hr.
7264	Automotive Body & Fender Worker Supervisor I	11.98/hr.
7306	Automotive Body & Fender Worker	10.42/hr.
7313	Automotive Machinist	10.42/hr.
7315	Automotive Machinist Assistant Supervisor	11.46/hr.
7322	Automotive Body & Fender Worker Assistant Supervisor	11.46/hr.
7381	Automotive Mechanic	10.295/hr.
7382	Automotive Mechanic Assistant Supervisor	11.32/hr.

6. HEALTH AND WELFARE

Effective July 1, 1978, the City agrees to contribute $36.99 per month directly into the City Health Service System for each employee who is a member of the Health Service System.

7. HOLIDAYS

Except as otherwise provided in Section V (B), and except when normal operations require, or in an emergency, employees shall not

7. HOLIDAYS (cont'd)

be required to work on the following days hereby declared to be holidays for such employees:

January 1, February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and an additional holiday to be taken on a day selected by the employee subject to approval of the appointing officer. Full-time temporary employees must complete six months continuous service before receiving an additional day. Part-time temporary employees who are employed on an intermittent basis or who work irregular assignments are ineligible for an additional day.

Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday: provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall

7. HOLIDAYS (cont'd)

be allowed a day off in lieu thereof as scheduled by the appointing officer in the current fiscal year.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

8. HOURS AND OVERTIME

Eight (8) hours shall constitute a regular day's shift between the hours of 7 a.m. and 6 p.m. shifts may be as follows: designated starting time: (7 a.m. to 4 p.m.); (8 a.m. to 5 p.m.); (9 a.m. to 6 p.m.). The lunch period shall be in the middle of the shift and shall be one (1) hour unless otherwise agreed, forty (40) hours shall constitute a regular week's work of five (5) consecutive days from Monday through Friday or Tuesday through Saturday.

Any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift shall be paid ten per cent (10%) above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen per cent (15%) above the regular day rate. The employer shall give at least one (1) week's notice to the employee of the change of shift work. There shall be no shift change made to avoid holiday pay.

Overtime shall be distributed equally among employees covered by this agreement. Employees working on their days off shall be guaranteed eight (8) hours work or pay therefore at time and one-half.

8. HOURS AND OVERTIME (cont'd)

Employees working on any holiday specified in this ordinance shall be guaranteed eight (8) hours work or pay therefore at time and one-half in addition to the pay for the holiday.

9. TOOL INSURANCE

The City agrees to provide tool insurance for the employees covered by the provisions of this MOU, in the following manner:

The tools of an employee will be valued by the Department Head or Appointing Officer involved. The valuation of a particular set of tools shall be subject to the grievance procedure. The maximum value of tools for the purpose of insurance under this provision shall be $3,000.00. The City shall pay to the employee for Fiscal Year 1978-79 an amount of money to obtain tool insurance based on the following formula:

For every $100.00 valuation of tools the City shall reimburse the employee for said year $3.00. The maximum payment for tool insurance premium under this provision shall not exceed $90.00 per employee for Fiscal Year 1978-79.

10. PROTECTIVE COVERALLS

The City agrees to provide five (5) pairs of protective coveralls for each employee. Cost of coveralls and laundry of the same shall be paid by the City.

11. RAIN GEAR

Employees working in classifications covered by the terms of this agreement shall not be required to perform their normal job duties in the rain without being furnished adequate rain gear.

12. SHOP STEWARD - LEAVE OF ABSENCE

It is the policy of the Board of Supervisors that, pursuant to the rules of the Civil Service Commission, a leave of absence without pay for a reasonable time should be granted to a reasonable number of employees elected to transact Union business provided that ten (10) days written notice be given by the Union to the City.

13. GRIEVANCE PROCEDURE

This grievance procedure shall be utilized to resolve problems or questions of interpretation which may arise on issues within the definition contained in Section A of the grievance procedure.

14. SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or as conflicting with subsequently enacted legislation, by any decree of a court, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

15. AGREEMENT MODIFICATION

The parties to this agreement hereby agree to the provisions of Appendix B which is attached hereto and incorporated herein by reference. Appendix B relates to modification of the agreement in relation to the "Jarvis-Gann amendment".

GRIEVANCE PROCEDURE

This grievance procedure applies to conditions of employment as set forth by Ordinance or Resolution of the Board of Supervisors, or ratified Memorandum of Understanding of the Board of Supervisors provided that such condition(s) is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in an existing Ordinance or Resolution of the Board of Supervisors, or a Memorandum of Understanding ratified by the Board of Supervisors; provided that such condition of employment is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the charter authority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental memorandum of understanding, the following is the departmental procedure to be followed in the resolution of grievances as defined in paragraph "A" hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP ONE

(a) If a solution, satisfactory to both the grievant and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with, and be assisted by, a representative of the grievant's own choice in this and all succeeding steps of this grievance procedure.

(b) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of the informal discussion with the immediate supervisor, submit a Letter of Grievance-Step One, to the immediate supervisor, the appointing authority, the Employee Relations Director, and the formally recognized employee organization, if any, for the grievant's classification.

(c) The Letter of Grievance - Step One, shall contain:

1. the date of the informal discussion,
2. the date of the submission of the Letter of Grievance - Step One, to the immediate supervisor,
3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,
4. a full and complete explanation of the circumstances of the grievance, and
5. the remedy sought by the grievant.

(d) The immediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step One, submit an Answer to Letter of Grievance - Step One, to the grievant, the appointing authority, and the Employee Relations Director.

(e) The Answer to Letter of Grievance - Step One, shall contain:

1. the date of receipt of the Letter of Grievance, - Step One,
2. the date of the submission of the Answer to Letter of Grievance - Step One, to the grievant,
3. a full and complete explanation of the circumstances of the grievance, and
4. the resolution of the grievance.

STEP TWO

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step One, submit a Letter of Grievance - Step Two, to an intermediate supervisor, designated by the appointing authority, the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Two, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step One,
2. date of submission of the Letter of Grievance - Step Two, to the intermediate supervisor,
3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The intermediate supervisor shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Two, submit an Answer to Letter of Grievance - Step Two, to the grievant, the appointing authority, and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Two, shall contain:

1. the date of receipt of the Letter of Grievance - Step Two,

2. the date of the submission of the Answer to Letter of Grievance - Step Two, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

STEP THREE

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within seven (7) working days of receipt of the Answer to Letter of Grievance - Step Two, submit a Letter of Grievance - Step Three, to the appointing authority and the Employee Relations Director.

(b) The Letter of Grievance - Step Three, shall contain:

1. the date of receipt, by the grievant, of the answer to Letter of Grievance - Step Two,

2. date of submission of the Letter of Grievance - Step Three, to the appointing authority,

3. the specific section(s)/subsection(s) of the Board of Supervisor's Ordinance, Resolution or ratified Memorandum of Understanding which grants the condition of employment that the grievant alleges the City has failed to implement,

4. a full and complete explanation of the circumstances of the grievance, and

5. the remedy sought by the grievant.

(c) The appointing authority shall, within seven (7) working days of the receipt of the grievant's Letter of Grievance - Step Three, submit an Answer to Letter of Grievance - Step Three, to the grievant and the Employee Relations Director.

(d) The Answer to Letter of Grievance - Step Three, shall contain:

1. the date of receipt of the Letter of Grievance - Step Three,

2. the date of the submission of the Answer to Letter of Grievance - Step Three, to the grievant,

3. a full and complete explanation of the circumstances of the grievance, and

4. the resolution of the grievance.

(e) Unless waived by written mutual agreement of the grievant and the appointing authority a hearing is required at this step.

(f) The seven (7) working day time limit noted in Step Three above may be extended by written mutual agreement between the grievant and the appointing authority.

STEP FOUR

(a) If the grievant desires to pursue the grievance further, the grievant, or the grievant's representative, shall, within thirty (30) calendar days of receipt of the answer to Letter of Grievance - Step Three, submit a written request to the Employee Relations Director that the grievance be heard and resolved by a hearing officer.

(b) Prior to the selection of the hearing officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing authority. The Employee Relations Director shall have ten (10) working days after receipt of the request in which to review and seek resolution of the grievance.

(c) The hearing officer shall be selected by mutual agreement between the grievant, or the grievant's representative, and the Employee Relations Director, If the grievant, or the grievant's representative, and the Employee Relations Director are unable to agree on the selection of a hearing officer they shall jointly request the State Conciliation Service to submit a list of five (5) hearing officers who have had considerable experience as a hearing officer in public employment disputes. The grievant, or the grievant's representative, and the Employee Relations Director, shall then alternately delete names from such list until only one (1) name remains; and that person shall serve as the hearing officer. Whether the employee, or his representative, or the Employee Relations Director deletes the first name in the alternating process of deleting names, shall be determined by lot.

(d) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the

hearing officer to hear and consider facts submitted by the parties.

(e) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.

(f) After said hearing, or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.

(g) The decision of the hearing officer shall be final and binding upon the parties.

(h) The hearing officers' authority pursuant to the provisions of this grievance procedure shall be limited to a decision, based on submitted facts and applicable law, of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend, or recommend an amendment of, a Board of Supervisors ratified Memorandum of Understanding, Ordinance or Resolution.

(i) Each party, (employee, group of employees, or Union and the appointing authority) to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer, and a reporter if any, shall be borne and paid in full by the losing party.

In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer, and a reporter if any, shall be determined on a proportional basis by the hearing officer.

E. THE EFFECT OF FAILURE OF TIMELY ACTION

Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

F. TIMELINESS OF GRIEVANCE

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment, or within forty five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty five (45) day period plus such reasonable discovery period.

G. RIGHTS OF THE UNION FORMALLY RECOGNIZED TO REPRESENT THE GRIEVANT'S CLASSIFICATIONS

An employee, in a classification which is included within a representation unit for which formal recognition has been granted, shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or

other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

In those grievances in which the employee represents himself/herself, or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

APPROVED AS TO FORM:
THOMAS M. O'CONNOR
CITY ATTORNEY
BY _____
DEPUTY CITY ATTORNEY

16. DURATION OF MOU

This MOU shall be in effect from July 1, 1978 through and inclusive of June 30, 1979.

IN WITNESS WHEREOF, the parties hereto have executed this MOU this 22nd day of May, 1978.

FOR THE UNION

J.B. Martin
Directing Business Representative

Rod MacKenzie
Business Representative

FOR THE CITY AND COUNTY

Milton H. Mares
Chief Labor Negotiator

Jean M. Pral
Employee Relations Representative

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____
ON _____

APPROVED AS TO FORM:
GEORGE AGNOST, CITY ATTORNEY

By _____
James L. Lazarus
Deputy City Attorney

Appendix A

SUPPLEMENTAL AGREEMENT BETWEEN AND FOR THE AUTOMOTIVE MACHINISTS, LOCAL 1305 AND THE CITY AND COUNTY OF SAN FRANCISCO

The City and County of San Francisco recognizes the Union's right to pursue all legal and ballot election options available to it for seeking full employee and dependent health care and dental plan coverage. Furthermore, the City and County recognizes the Union's right to pursue all legal and ballot election options available to it in seeking amendment to the 1978-79 wage schedule.

FOR THE UNION

J.B. Martin
Directing Business Representative

Rod MacKenzie
Business Representative

FOR THE CITY AND COUNTY

Milton H. Mares
Chief Labor Negotiator

Jean Pral
Employee Relations Representative